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Perry Central School District And
Perry Teachers Assn

SD
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Agreement

between the

PERRY CENTRAL SCHOOL DISTRICT

and the

PERRY PROFESSIONAL EDUCATORS ASSOCIATION

July 1, 2001 through June 30, 2006

RECEIVED

JUN 03 2003

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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THIS AGREEMENT is made between the Superintendent of Schools of the Perry Central School District, hereinafter referred to as the "Board" and the Perry Professional Educators Association (PPEA), hereinafter referred to as the "Association".

WHEREAS, it is the intent and purpose of the parties to set forth herein the basic agreement covering salaries, wages, hours and other terms and conditions of employment to be observed by the parties hereto.

THIS AGREEMENT shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of the agreement shall be incorporated into and be considered part of the established policies of the Board.

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR PROVIDING ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL."

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I

Section 1.01

Recognition

The Board recognizes the Perry Professional Educators Association (PPEA) as the "exclusive" bargaining agent of all professional personnel including school nurse, except the Superintendent of Schools and all Principals, and Assistant Principals, and Business Manager, and any nurses, and home school coordinators hired after July 1, 1993.

No unit member shall suffer any professional disadvantage by reason of his/her membership in the Association or participation in its lawful activities.

Any individual arrangement, agreement or contract between the Board and an individual unit member, heretofore executed, shall be subject to and consistent with the terms and conditions of the agreement and any individual arrangement, agreement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If any individual arrangement, agreement, or contract contains any language inconsistent with the agreement, this agreement, during its duration, shall be controlling.

ARTICLE II

Section 2.01

Dues Check Off and Authorization

Upon the written authorization of a unit member on a form provided by the Association, the Board will deduct from the salary of each unit member the amount for membership dues in the Perry Professional Educators Association (PPEA), and other professional associations as the unit member may authorize, and will promptly transmit said sums to the Association. Said

deductions shall be made in seventeen (17) equal installments, beginning with the first pay period in October and concluding with the first pay period in May.

Section 2.02

Credit Union – Perry United Way Deduction

Upon written authorization of the unit member, the District shall make salary deductions to tax sheltered annuities, banks for direct deposit, the Perry United Way, and/or the Education Employees Federal Credit Union and shall transmit such monies to those designated agencies. The Association agrees to hold harmless the District for any and all liability created through the application of this section.

ARTICLE III

Section 3.01 Unit Member Salaries

All unit members shall be paid pursuant to and consistent with the salary schedule reflected in Appendix A for school years 2001-02, 2002-03, 2003-04, 2004-05, 2005-06.

Section 3.02 Method of Payment

Faculty pay will be divided into a total of twenty-six (26) pay periods to be paid by check on alternate Fridays, commencing no later than the second Friday after the first day of student attendance in September and terminating the last day of required unit member attendance in June. The last paycheck will include the balance of remaining funds owed to the unit member under the current agreement. Should school not be in session on a scheduled pay date, the check will be available on the last scheduled class day prior to the scheduled pay date.

Any unit member may elect to be paid in a total of twenty-one (21) pay periods commencing no later than the second Friday after the first day of student attendance in September and terminating on the last day of required unit member attendance in June.

All paychecks will be placed in envelopes prior to being placed in employees' mailboxes.

Section 3.03 Notification of Salary Options

The President of the Association shall be notified by the District, in writing, when a new unit member is hired. When a new unit member is hired, he/she shall be notified of the salary options and sign an agreement with respect to those options.

Section 3.04 Mileage

Unit members who are required to use their personal automobiles for District business shall be compensated at the rate of \$.30 per mile.

ARTICLE IV

Section 4.01 Coaches' Salaries

All coaches shall be paid pursuant to and consistent with the salary schedule reflected in Appendix B.

Section 4.02 Payment of Coaches' Salaries

One half of salary will be paid at midpoint of the total season closest to the schedule pay period. The final check will be paid at the first pay period following the completion of each sport's season. However, the coaches must complete the equipment inventory check-off list prior to the issuance of the second check. The check-off list shall include an inventory of equipment, storage of all equipment, arrangements for repair and reconditioning of equipment and a budget for that sport for the succeeding school year.

Coaches may choose to modify their W-4 form or elect to have 20% Federal and 5% NYS tax withheld.

ARTICLE V

Section 5.01 Extra-Curricular Activities and Supervision

Payment for extra-curricular activities and supervision shall be paid pursuant to and consistent with the schedule reflected in Appendix C.

Section 5.02 Payment Due

Payment for extra-curricular activities shall be in two payments. One half of salary shall be tendered on the last pay day of the first semester and one half on the last pay day of the second semester. However, a unit member who assumes supervision for an activity that lasts a full year is expected to continue this supervision for the full year.

Recipients may chose to modify their W-4 form or elect to have 20% Federal and 5% NYS tax withheld.

ARTICLE VI

Section 6.01 Leaves of Absence

The time of leave of absence shall be as determined by the Board and is not to exceed one (1) year. The Board may grant leave of absence for any one of the following reasons: illness of unit member or members of his/her immediate family or dependents; projects which have been approved because of educational value; and exchange teaching positions. The Board may allow absence from duty for reasons which, in the opinion of the Board, contribute to the school or community benefit, or welfare of the teacher.

Any person receiving such leave shall notify the Building Principal in writing of his/her employment intention sixty (60) days prior to the scheduled date of return to work.

In case the Board requests absence from duty for some purpose which the Board deems beneficial to the professional or educational standards of the school system, in contrast with the above, such absence will involve no deduction in salary. All requests for leave of absence shall be made in writing to the Board and shall set forth reasons for such leave, and also the time deemed necessary.

Section 6.02 Sick Leave

A unit member is allowed fifteen (15) sick leave days per year. Of these, fifteen (15) may be used for family illness in any school year. "Family" shall include spouse, children, brothers, sisters, parents, and foster parents residing in the residence of the unit member or if such family members do not reside with the unit member, sick leave may be granted at the discretion of the Superintendent of Schools who may require verification of such family illness by the attending physician. Sick leave may be cumulative to the extent of two hundred forty (240) days.

Unit members who use "NO" sick or personal days of any type during the school year will receive a payment in June of that year of \$500. Unit members who use one (1) sick or personal day during the school year will receive a payment in June of that year of \$250. This payment does NOT affect retirement buy back of sick days or accumulations.

Unit members at retirement who have served at least ten (10) years as a full time unit member in the Perry Central School District, are eligible for payment in their final year's salary of the number of accumulated sick days to a maximum of two hundred forty (240) sick days times \$35. The full computed amount of money will be included in the final paycheck if the unit member retires at the end of the school year.

Section 6.03 Sick Leave Bank

Unit members may join the Association Sick Leave Bank. They shall execute a form provided by the Association and submit it to the Business Office no later than the first week in October. Each unit member shall be allowed to contribute a maximum of two (2) days per year to the plan. Once the days are contributed to the Bank by the unit member, he/she may not withdraw his/her contribution. The maximum number of days in the Sick Leave Bank shall not be in excess of two (2) times the total number of faculty members.

If a member of the Sick Leave Bank leaves the employ of the District for any reason whatsoever, the total number of days in the bank shall be reduced to the extent of the unit member's contribution. If a new unit member is hired, that unit member shall have the option of joining the plan immediately, by submitting the appropriate form, notwithstanding any other provision of this agreement.

The purpose of the Sick Leave Bank is to give security to professional staff members and their families when faced with an illness, injury, or catastrophe, that causes the unit member to use up all his/her accumulated sick leave. Sick days will not be granted until all of the applicant's accumulated days are gone.

If a unit member desires to use the Sick Leave Bank, he/she must apply in writing to the Association. The unit member will submit at the time of the request a doctor's report stating there is/was a prolonged serious illness, injury, or catastrophe. With the written authorization of

the Association to the Superintendent of Schools, sick leave payments will be granted, pursuant to this provision of the contract.

The Superintendent of Schools will notify the President of the Association no later than the first week of August each year as to the number of days that are currently in the Sick Leave Bank.

Section 6.04 Personal Leave

Five (5) days of personal leave will be granted each year. If used, they will be deducted from the regular sick leave allowance. Personal leave may be used to extend a vacation as per in the school calendar— at a rate of two personal days for one vacation day. The Superintendent of Schools may limit to ten (10) the number of personal leave absences from the district on any school day, except that the Superintendent of Schools may limit to five (5) the number of personal leave absences immediately prior to or immediately following a school vacation. In no event, may the entire allotment of personal days be used consecutively.

Section 6.05 Jury Duty

Unit members who are required to report for jury duty shall be paid their full salary; they shall, however, assign to the Board all fees, except those sums received as reimbursement for actual expenses, such as mileage, meals, lodging, and the like.

Section 6.06 Court Appearances

A unit member required to appear in Court pursuant to a subpoena, except as a party plaintiff or defendant, shall be given a leave of absence, with pay, at the discretion of the Superintendent of Schools; that said payment shall not be unreasonably withheld. However, and in no event, shall the paid leave exceed two (2) school days.

Section 6.07 Maternity Leave and Child Rearing Leave

A. Maternity Leave

A unit member who is pregnant shall give written notice thereof as soon as practicable, but not later than her fifth month of pregnancy; she must state in the written notice the anticipated date that the maternity leave will begin and whether she intends to request a child rearing leave.

Maternity leave will start when the unit member's physician certifies that she is no longer capable of working. The maternity leave will end upon certification by the unit member's physician that she is no longer disabled by reason of pregnancy and/or child birth.

The District may request from the unit member during the period of disability that she provide the District with a statement from her physician that she continues to be disabled.

Unit members that are on maternity leave and disabled will be paid their full salary, however, not to exceed her accumulated sick leave credited to her at the time the leave begins.

B. Child Rearing Leave

This leave shall be granted without pay and any other benefits except those mandated by the Family and Medical Leave Act (1993). The time on leave will not be used for salary credit, sick leave, or any other benefit based on length of service. The unit member may remain part of the District's Health Care Program group by submitting to the district thirty (30) days in advance of the day the District is required to make payment to the District's Health Care Program the total amount of the premium required to continue his/her Health Care Program coverage to the extent permitted by law. The District shall notify the unit member of the date that his/her Health Care Program payment is to be received by the District.

Any full time teaching employee returning to full time service from a Board-approved unpaid Leave of Absence, who is actually performing services and/or on payroll for ninety (90) days or more during the school year in which such leave is taken, shall receive a full year of credited service for purpose of salary adjustment, if any, in the subsequent year, if retained in the employment of the Board.

A tenured unit member may apply for a child rearing leave for a period not to exceed 4 semesters. A probationary unit member may apply for a single child rearing leave during the probationary period not to exceed a total of 2 semesters. A unit member on such leave shall notify the Superintendent by June 1 of any given year of intent to return for the fall semester and by December 1 of any given year of intent to return in the spring semester. The unit member is to resume at the beginning of a semester.

Section 6.08 Sabbatical Leave

Sabbatical leave for travel or study may be approved for all duly tenured personnel in the District in accordance with Sections 6.08 through 6.10. The educational travel or study requested must be directly related to the field of public education.

Such leave may be granted to one unit member from grades K-6 and one unit member from the grades 7-12 in any given year. Sabbatical leave may be granted for not more than one (1) year at one-half (1/2) pay or one half (1/2) year at full pay. Preference may be given to those unit members requesting a one (1) year sabbatical.

If there is no one interested in using the leave from one area/level the other area/level shall be given the opportunity to use the two (2) sabbatical leaves, providing it does not take two (2) people from the same grade level or department. Sabbatical leave is subject to the Superintendent's approval. If denied, the reason will be given to the unit member.

Section 6.09 Certificate of Intent

A certificate of intent must be presented to the Superintendent of Schools by January 15th prior to the year in which the leave is requested.

The certificate must include the name of the institution in which the unit member plans to study, the course to be pursued, and state how such study is related to the unit member's professional position. Unit members granted sabbatical leave must pursue their course of study in an accredited institution pursuing a full-time day program whenever possible. However, the

Board recognizes that certain courses may not be available during a regular day school program; and, therefore, this requirement may be waived by the Board.

If a unit member requests a leave for educational travel, the certificate must state the specific educational objectives, and these objectives must be in direct relationship to the field of public education.

All applications will be submitted on a form as set forth as Appendix D attached to this Agreement. All applications will be studied by the Administration, who will make recommendations to the Board of Education for its final decision by March 15th.

Section 6.10 Unit Member's Obligations – Sabbatical Leave

All unit members granted sabbatical leave must file with the Board prior to the start of their leave, a written Assurance of Continued Employment in the form set forth in Appendix E to this Agreement. Should the unit member resign prior to the expiration of the required three (3) year period, he/she must refund to the District such portion of his/her salary paid during his or her leave as the unexpired portion of three (3) years shall bear to such period as outlined in Appendix E.

Unit members on sabbatical leave shall not accept employment in another school district.

Section 6.11 Visitation Day

Unit members may be granted one day per year, with pay, to visit another school for professional reasons. Objectives for this visit shall be reviewed by the Building Principal. A written request for a visitation day shall be submitted on a form provided by the District to the Building Principal five (5) school days prior to the date of visitation. The Building Principal shall notify the unit member on the day following his/her receipt of the application whether or not the visitation day has been granted. The decision of the Building Principal on the granting of visitation days shall be final.

Section 6.12 Bereavement Leave

A unit member shall be granted up to five (5) days with pay per occurrence for bereavement of a spouse, parent, child, brothers, sisters, grandparents, grandchildren, in-laws (i.e., mother-in-law, father-in-law, sister-in-law, brother-in-law), or aunts, and uncles. This leave is non-cumulative and will be charged against sick leave.

ARTICLE VII

Section 7.01 Hospitalization

- A. The Genesee Area Healthcare Plan (GAHP) is available to all unit members who are employed on a full time basis by the District including prescription drug benefits and vision benefits.

- B. With regard to dependent student coverage, a dependent student's eligibility will cease upon the occurrence of any one of the following: Attainment of age 23, marriage, or cessation of the parent's coverage.
- C. Each full time eligible unit employee who is in the employ of the District before July 1, 1995 and who enrolls in GAHP is required to contribute \$600 annually toward family coverage and \$260 for single coverage premiums effective July 1, 1999.
- D. Each full time eligible employee who is hired on or after July 1, 1995 is required to contribute ten percent (10%) of the cost of the plan. The employee contribution is to be made by payroll deduction from employee paychecks in equal installments from September through June.
- E. Effective school year 2002-2003 each full time unit member who does not receive this insurance plan as a fringe benefit in their name will be paid an amount of \$1000, payable in two (2) checks of \$500 each at the end of semester 1 and 2. Unit members who elect this payment must demonstrate that they are covered by other health insurance.
- F. Upon submission of verifiable prescription drug expense receipts, Perry Central School District will reimburse active employees for the difference in out of pocket expense of a three (3) dollar co-pay and the Genesee Valley Health Plan prescription co-pay. In order to receive reimbursement, all verifiable receipts for expenses incurred between July 1st and December 1st must be submitted to the Business Administrator by December 15th of each year and all verifiable receipts for expenses incurred between December 2nd and June 30th must be submitted to the Business Administrator by July 10th of each year. Employees shall be reimbursed for expenses December 20th and July 20th of each year. This benefit will cease to exist after June 30, 2004 at which point the district will no longer reimburse prescription drug co-payments.
- G. During the life of the Agreement, either party may initiate consideration of an alternative plan for equal or better coverage. There will be no change in the existing plan provider without mutual agreement. There shall be no lapse in coverage. Discussion shall be conducted on a committee basis with two (2) representatives from the Association and two (2) from the Board of Education.

The District shall establish a ~ 125 Flex Spending Account Plan for January 1, 2004.

If prescription co-pays exceed \$5/\$10/\$20 (November 25, 2002 co-pays) after the execution of this agreement or if there is a substantial and material change in the healthcare plan, the District, upon written request of the Association, will meet to negotiate the impact of that change.

- H. District will provide Dental insurance for employees at the employee's expense.
- I. The District may self-insure the medical plan or portions thereof.

Section 7.02 Payment of Health Insurance for Retirees

The Board shall continue its existing policy and continue to pay fifty percent (50%) premiums for the health insurance for retirees and thirty-five percent (35%) for dependents of retirees, under the District's Health Insurance Plan for unit members who started full-time employment prior to September 1, 1979. Provision for better or equivalent coverage may also apply as noted in Section 7.01. Unit members who started on or after September 1, 1979 have the option to use monies due from Section 6.02, Sick Leave, and apply this money (until used up) toward participation in the District insurance programs.

ARTICLE VIII

Section 8.01 Assault Benefits

If a unit member is injured as a result of an unprovoked assault occurring in and during the course of his/her employment, and is receiving Worker's Compensation Benefits, he/she shall be paid his/her regular salary for a period of ninety (90) days, with no deduction from accumulated sick leave. However, the Worker's Compensation Benefits shall be assigned to the Board, except the teacher shall retain any sum received as payment for a "lump sum" settlement or "schedule loss".

ARTICLE IX

Section 9.01 Tax-Sheltered Annuities

The Perry Central School District payroll office will provide the mechanism for the payroll deduction of Tax Sheltered Annuity. Each employee is entitled to avail himself or herself of this service from a maximum of two companies. In the event the District uses the services of a common remitter, all companies chosen by the employees must comply with the guidelines and regulations set by the common remitter. The School District does not endorse or guarantee companies picked by the individual. Investments of this nature are done entirely at the risk of the employee. The Association shall hold harmless the District for any and all liabilities associated with the implementation of this section.

ARTICLE X

Section 10.01 School Year

The school year will consist of approximately one hundred eighty-five (185) days (including emergency closing days). Commencing with the 2002-03 school year all unit members will be required to work an additional day. Commencing with the 2003-04 school year and each year thereafter, each unit member will be required to work an additional two (2) days. These additional days may be performed in half (1/2) day increments. Two (2) hour blocks, if part of multiple sessions, may be approved. Work done for these days will be performed outside of contract hours for school and conference days. These days must be approved by the appropriate chairperson and building principal or staff development coordinator. Reimbursement will be provided for meals, mileage, tolls and parking.

Section 10.02 Work Day

The work day shall be seven (7) hours and twenty-five (25) minutes per day, except unit members shall be required to attend faculty meetings, Open Houses and/or Parents' Nights. Dismissal will be at 3:00 p.m. on days when Open House and/or Parent Nights are scheduled for that evening. That attendance at such events shall be in addition to the seven (7) hour twenty-five (25) minute teachers' day. Unit members may be required to assist students academically, beyond the seven (7) hours and twenty-five (25) minutes, without additional compensation.

Unit members enrolled in graduate courses may leave the school building as soon as the students have been dismissed if the course schedule requires it, the Building Principal has been informed, and the Building Principal approves.

In the event of an emergency school closing, unit members will be dismissed fifteen (15) minutes after the departure of the last student or at the Superintendent's discretion.

ARTICLE XI

Section 11.01 Vacancies

If a vacancy occurs during the school year within the bargaining unit, such notice shall be posted on the bulletin boards in each school at least ten (10) days prior to any public announcement. If the vacancy occurs during summer vacation or at anytime when school is not in session, notice of said vacancy shall be mailed to the home address of the Association President which is on file with the Business Office.

ARTICLE XII

Section 12.01 Personnel Files

Upon reasonable request to the Building Principal, a unit member may inspect his/her personnel file, except for confidential recommendations. Only one set of personnel files shall be kept on any member of this bargaining unit and that all pertinent materials related to their professional performance of duties for Perry Central School shall be included in this file. No derogatory material shall be placed in a unit member's file without his/her knowledge and he/she shall be given an opportunity to submit a written response which shall be attached thereto. Unit members will be given a copy of all documents to be included in their personnel files except confidential recommendations.

The District reserves the right to have a representative present while the unit member reviews his/her personnel file.

A unit member who wishes to file a written response to any material in the personnel file may do so within sixty (60) calendar days after she/he receives notice of the presence of such materials in the file.

ARTICLE XIII

Section 13.01 Fair Dismissal

All probationary unit members will be provided with reasons when dismissed as provided by law. In the event that a unit member does not agree with the reasons, he/she shall be entitled to a hearing before the full Board of Education. After the hearing, the Board shall, within ten (10) days, provide the teacher with a written and detailed review of their findings. The findings of the Board shall be final.

ARTICLE XIV

Section 14.01 Management's Rights

The Board reserves the right to manage the business of the District and to direct the unit members in the discharge of their duties. In the exercise of these rights, the Board shall observe all the provisions of this agreement.

ARTICLE XV

Section 15.01 Grievance Procedure

A grievance is a complaint by a unit member or a group of unit members of an alleged violation of any of the terms and conditions of this agreement between the Board and the Association.

No alleged violation shall be entertained and shall be deemed waived unless submitted at the first available stage within forty-five (45) days after the aggrieved party knew or should have known of the act or condition upon which the alleged grievance is based.

Any unit member having a grievance will discuss it with his/her Building Principal directly or through a representative of the Association, with the view of settling the grievance informally. If the grievance is not resolved informally, it may be reduced to writing and submitted to the Superintendent of Schools, who will render his/her decision within fifteen (15) days.

If the grievance is not resolved pursuant to paragraph three, it will be submitted to the Board of Education at its next regular meeting. If the grievance is not resolved or settled at the next regular Board meeting or within ten (10) days thereafter, the aggrieved party may request that the grievance be submitted to binding arbitration. Said request will be made within fifteen (15) days after the Board has rendered its decision.

Section 15.02 Arbitration

The arbitrator shall be selected by mutual agreement of the parties. If the parties are unable to agree upon an arbitrator, a request for a list of arbitrators shall be made to the American Arbitration Association, by either party, within the ten (10) days and in writing.

The parties shall be bound by the rules and procedures of the American Arbitration Association. The decision of the arbitrator shall be binding on the parties.

The cost of the services of the arbitrator, including expenses, if any, shall be borne equally by the parties.

Section 15.03

All parties to the grievance shall have the right at all stages thereof to be represented by an attorney or representative of his/her choice; and at all stages after Stage One shall have the following rights: to confront and cross-examine all witnesses called; to testify and call witnesses on his/her own behalf; and to be furnished with a copy of any of the proceedings which may be made.

Section 15.04

No interference, coercion, restraint, discrimination or reprisal of any kind will be taken against the aggrieved party or the Association's representative or any other participant in the grievance procedure, or any other person by reason of such grievance or participation therein.

ARTICLE XVI

Section 16.01 Conformity to Law

If any provision of this agreement is or shall be at any time contrary to law, such provision shall not be applicable, performed or enforced, except to the extent permitted by law. In the event that any provision of this agreement shall be contrary to law, all other provisions of this agreement shall continue in full force and effect.

ARTICLE XVII

Section 17.01 Chairpersons

The Board may appoint, on the recommendation of the Superintendent of Schools, Department and Grade Level Chairpersons. Where deemed appropriate by the Board these appointments will be rotated within staff positions every three years.

Chairpersons shall serve at the pleasure of the Board. The Board reserves the sole right to the definitions of the classification, duties, and number of Department and Grade Level Chairpersons. The decision of the Board shall be final.

Each chairperson will have the option to receive one-half (1/2 day) to complete requisitions one (1) week prior to the deadline as established by the Building Administrator. If the chair chooses to receive one-half day (1/2 day), the rate of pay will be \$1,200 per year. If the chair does not choose the one-half day (1/2 day) option, the rate of pay will be \$1,250 per year.

Payment of these stipends shall be made in two (2) checks of equal amounts.

ARTICLE XVIII

School district buildings will be tobacco free effective January 1, 1994.

ARTICLE XIX

A unit member who is first eligible for retirement without penalty in the New York State Teachers Retirement system on or before August 31st of the school year beginning with the prior September 1st will receive a \$10,000 lump sum payment payable by the District provided the unit member has fifteen (15) years of service to the District. This payment shall be provided between July 1st and January 31st of the year following the unit member's retirement. This clause sunsets on June 30, 2006.

In the event New York State offers a retirement incentive that is adopted by the District, and the incentive requires additional monetary compensation, the above \$10,000 would not be available for that school year.

ARTICLE XX

This Agreement shall become effective from July 1, 2001 and continues in full force through June 30, 2006. All terms and conditions of employment of this Agreement shall remain in effect during the term of the Agreement. In the last five (5) months of the final year of the Agreement, either party may provide written notice to the other party of its intent to negotiate for the school year July 1, 2006 to June 30, 2007. After receipt of any such notice to negotiate, the parties shall meet no later than fifteen (15) business days after receipt of such notice.

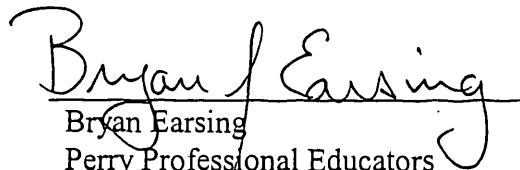
This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements or understandings with respect to the items covered by this agreement.

All other terms and conditions of the June 30, 1997 – July 1, 2001 agreement remain in effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 30th day of April, 2003.



Edward Stores
Acting Superintendent
Perry Central School District



Bryan Earsing
Perry Professional Educators
Association (PPEA)

APPENDIX A					
STEP	01-02	02-03	03-04	04-05	05-06
1	29,500	30,000	30,500	31,000	31,500
2	30,294	30,828	31,350	31,796	32,240
3	31,002	31,657	32,215	32,682	33,068
4	31,736	32,397	33,082	33,584	33,989
5	32,492	33,164	33,855	34,488	34,927
6	33,250	33,954	34,656	35,294	35,868
7	34,007	34,746	35,482	36,129	36,706
8	34,765	35,537	36,310	36,990	37,574
9	35,332	36,329	37,136	37,853	38,470
10	36,026	36,922	37,964	38,714	39,367
11	37,084	37,647	38,583	39,577	40,263
12	38,368	38,753	39,341	40,223	41,160
13	39,653	40,095	40,497	41,013	41,832
14	40,938	41,437	41,899	42,218	42,654
15	42,222	42,780	43,302	43,680	43,907
16	43,506	44,122	44,705	45,142	45,427
17	44,791	45,464	46,107	46,605	46,948
18	46,074	46,807	47,510	48,067	48,469
19	47,360	48,147	48,913	49,529	49,990
20	48,644	49,491	50,314	50,992	51,510
21	49,927	50,833	51,718	52,452	53,032
22	51,212	52,174	53,120	53,916	54,550
23	52,497	53,517	54,522	55,378	56,073
OFF STEP:					
4% in 01-02, 4.5% in 02-03 and 03-04, 4.25% in 04-05, 4% in 05-06- OVER BASE SALARY					

A. Master's Degree Payment

Payment for Master's Degree will be \$500 a year for all unit members hired prior to July 1, 1995.

B. Graduate Credit Hours

1. Compensation for all graduate credit hours will be paid at the rate of \$40 per hour for all unit members hired prior to July 1, 1995.
2. Salary/wage credit for graduate hours taken or for earning a Master's Degree will be credited only at the beginning of each school year for hours earned up to that date.
3. Salary/wage payments for a Master's Degree and graduate credit hours will only be made if the unit member matriculates and/or receives credit from a duly accredited college or university.
4. Unit members hired after July 1, 1995, who do not possess a Master's Degree or permanent certification in the tenure area of appointment by the District, are subject to a tuition reimbursement program.
 - a) Where the unit member is matriculated with a college or university in a program which leads to permanent certification in the tenure area of the unit member's appointment, the District will reimburse the cost of tuition for graduate credit hours earned toward completion of permanent certification. To obtain reimbursement the unit member is to produce a paid receipt for the course work and a transcript with successful completion. Payment will then be made by the District up to a total of 36 graduate credit hours and at the current rate of up to that dollar amount currently charged per hour by the State University College at Geneseo.
 - b) Upon completion of permanent certification in the tenure area of appointment, the unit member is to be paid a one thousand dollar (\$1,000) one-time payment by the District, and the District is not otherwise obligated to make an annual payment for completion of a Master's Degree or for obtaining permanent certification.
 - c) A unit member will be reimbursed for graduate credit hours, for up to twenty (20) such hours, taken beyond the attainment of permanent certification and the unit member, upon producing a paid receipt for the course work and a transcript with a passing grade of C or better, will be paid by the District at a rate of one-half (1/2) the current rate charged per hour by the State University College at Geneseo.

C. Undergraduate Course Work

The District will reimburse the cost of tuition for any undergraduate course work which the District has requested [or which is requested by any unit member(s)]. A unit member must make written application to, and to obtain the advance written approval of the Superintendent to enroll in undergraduate course work for which reimbursement is sought. To obtain reimbursement, the unit member is to produce a paid receipt for the course work and a transcript with a successful completion. Payment will then be made by the District at the current rate of up to that dollar amount currently charged for undergraduate credit hour rate at the Genesee Community College.

D. Effective September 1, 2002, curriculum work is to be paid at a rate of \$17.00 per approved hour.

E. School nurse employed by the District prior to July 1, 1993 shall receive the same percentage salary increase as a teacher off step, from the nurses salary in the 2000-2001 school year. The school nurse is also required to work the two (2) additional days referred to in Section 10.01

APPENDIX B					
Coaching Stipends					
For Year 2001-2002					
The Board of Education reserves the right to fund or not fund these programs on an annual basis:					
	1-3		4-9		10
<u>Position</u>	<u>Years</u>		<u>Years</u>		<u>Years</u>
Junior High Soccer	1,070		1,070		1,070
Junior High Volleyball	1,070		1,070		1,070
Junior High Basketball	1,070		1,070		1,070
Junior High Wrestling	1,070		1,070		1,070
Junior High Baseball	1,070		1,070		1,070
Junior High Softball	1,070		1,070		1,070
Junior High Football	1,070		1,070		1,070
Junior High Track	558		558		558
<u>Position</u>					
--Fall--					
Varsity Football Head	2,463		2,703		2,940
Assistant Football	1,925		2,164		2,402
Assistant Football	1,925		2,164		2,402
Assistant Football	1,925		2,164		2,402
Varsity Soccer Boys Head	1,925		2,164		2,402
Assistant Soccer Boys	1,565		1,805		2,045
Varsity Soccer Girls Head	1,925		2,164		2,402
Assistant Soccer Girls	1,565		1,805		2,045
Varsity Volleyball Head	1,925		2,164		2,402
Assistant Volleyball	1,565		1,805		2,045
Varsity Cheerleading Football Head	2,463		2,703		2,940
Assistant Cheerleading	1,925		2,164		2,402
--Winter--					
Varsity Basketball Head	2,463		2,703		2,940
Assistant Basketball Boys	1,925		2,164		2,402
Assistant Basketball Girls	1,925		2,164		2,402
Varsity Basketball Girls Head	2,463		2,703		2,940
Varsity Wrestling Head	2,463		2,703		2,940
Assistant Wrestling	1,925		2,164		2,402
Varsity Cheerleading Basketball Head	2,463		2,703		2,940
Assistant Cheerleading	1,925		2,164		2,402
--Spring--					
Varsity Baseball Head	1,925		2,164		2,402
Assistant Baseball	1,565		1,805		2,045
Varsity Softball Head	1,925		2,164		2,402
Assistant Softball	1,565		1,805		2,045
Varsity Tennis	1,925		2,164		2,402
Assistant Tennis	1,565		1,805		2,045
Varsity Track Boys Head	1,925		2,164		2,402
Varsity Track Girls Head	1,925		2,164		2,402
Assistant Track	1,565		1,805		2,045
Varsity Golf Head	1,386		1,626		1,865
Director of Athletics	3,001		3,241		3,480

APPENDIX B				
Coaching Stipends				
For Year 2002-2003				
The Board of Education reserves the right to fund or not fund these programs on an annual basis:				
	1-3	4-9	10	
Position	Years	Years	Years	
Junior High Soccer	1,320	1,320	1,320	
Junior High Volleyball	1,320	1,320	1,320	
Junior High Basketball	1,320	1,320	1,320	
Junior High Wrestling	1,320	1,320	1,320	
Junior High Baseball	1,320	1,320	1,320	
Junior High Softball	1,320	1,320	1,320	
Junior High Football	1,320	1,320	1,320	
Junior High Track	808	808	808	
--Fall--				
Varsity Football Head	2,713	2,953	3,190	
Assistant Football	2,175	2,414	2,652	
Assistant Football	2,175	2,414	2,652	
Assistant Football	2,175	2,414	2,652	
Varsity Soccer Boys Head	2,175	2,414	2,652	
Assistant Soccer Boys	1,815	2,055	2,295	
Varsity Soccer Girls Head	2,175	2,414	2,652	
Assistant Soccer Girls	1,815	2,055	2,295	
Varsity Volleyball Head	2,175	2,414	2,652	
Assistant Volleyball	1,815	2,055	2,295	
Varsity Cheerleading Football Head	2,713	2,953	3,190	
Assistant Cheerleading	2,175	2,414	2,652	
--Winter--				
Varsity Basketball Head	2,713	2,953	3,190	
Assistant Basketball Boys	2,175	2,414	2,652	
Assistant Basketball Girls	2,175	2,414	2,652	
Varsity Basketball Girls Head	2,713	2,953	3,190	
Varsity Wrestling Head	2,713	2,953	3,190	
Assistant Wrestling	2,175	2,414	2,652	
Varsity Cheerleading Basketball Head	2,713	2,953	3,190	
Assistant Cheerleading	2,175	2,414	2,652	
--Spring--				
Varsity Baseball Head	2,175	2,414	2,652	
Assistant Baseball	1,815	2,055	2,295	
Varsity Softball Head	2,175	2,414	2,652	
Assistant Softball	1,815	2,055	2,295	
Varsity Tennis	2,175	2,414	2,652	
Assistant Tennis	1,815	2,055	2,295	
Varsity Track Boys Head	2,175	2,414	2,652	
Varsity Track Girls Head	2,175	2,414	2,652	
Assistant Track	1,815	2,055	2,295	
Varsity Golf Head	1,636	1,876	2,115	
Director of Athletics	3,251	3,491	3,730	

APPENDIX B					
Coaching Stipends					
For Year 2003-2004					
The Board of Education reserves the right to fund or not fund these programs on an annual basis:					
	1-3		4-9		10
<u>Position</u>	<u>Years</u>		<u>Years</u>		<u>Years</u>
Junior High Soccer	1,570		1,570		1,570
Junior High Volleyball	1,570		1,570		1,570
Junior High Basketball	1,570		1,570		1,570
Junior High Wrestling	1,570		1,570		1,570
Junior High Baseball	1,570		1,570		1,570
Junior High Softball	1,570		1,570		1,570
Junior High Football	1,570		1,570		1,570
Junior High Track	1,058		1,058		1,058
<u>Position</u>					
--Fall--					
Varsity Football Head	2,963		3,203		3,440
Assistant Football	2,425		2,664		2,902
Assistant Football	2,425		2,664		2,902
Assistant Football	2,425		2,664		2,902
Varsity Soccer Boys Head	2,425		2,664		2,902
Assistant Soccer Boys	2,065		2,305		2,545
Varsity Soccer Girls Head	2,425		2,664		2,902
Assistant Soccer Girls	2,065		2,305		2,545
Varsity Volleyball Head	2,425		2,664		2,902
Assistant Volleyball	2,065		2,305		2,545
Varsity Cheerleading Football Head	2,963		3,203		3,440
Assistant Cheerleading	2,425		2,664		2,902
--Winter--					
Varsity Basketball Head	2,963		3,203		3,440
Assistant Basketball Boys	2,425		2,664		2,902
Assistant Basketball Girls	2,425		2,664		2,902
Varsity Basketball Girls Head	2,963		3,203		3,440
Varsity Wrestling Head	2,963		3,203		3,440
Assistant Wrestling	2,425		2,664		2,902
Varsity Cheerleading Basketball Head	2,963		3,203		3,440
Assistant Cheerleading	2,425		2,664		2,902
--Spring--					
Varsity Baseball Head	2,425		2,664		2,902
Assistant Baseball	2,065		2,305		2,545
Varsity Softball Head	2,425		2,664		2,902
Assistant Softball	2,065		2,305		2,545
Varsity Tennis	2,425		2,664		2,902
Assistant Tennis	2,065		2,305		2,545
Varsity Track Boys Head	2,425		2,664		2,902
Varsity Track Girls Head	2,425		2,664		2,902
Assistant Track	2,065		2,305		2,545
Varsity Golf Head	1,886		2,126		2,365
Director of Athletics	3,501		3,741		3,980

APPENDIX B					
Coaching Stipends					
For Year 2004-2005 and 2005-2006					
The Board of Education reserves the right to fund or not fund these programs on an annual basis:					
	1-3		4-9		10
Position	Years		Years		Years
Junior High Soccer	1,820		1,820		1,820
Junior High Volleyball	1,820		1,820		1,820
Junior High Basketball	1,820		1,820		1,820
Junior High Wrestling	1,820		1,820		1,820
Junior High Baseball	1,820		1,820		1,820
Junior High Softball	1,820		1,820		1,820
Junior High Football	1,820		1,820		1,820
Junior High Track	1,308		1,308		1,308
--Fall--					
Varsity Football Head	3,213		3,453		3,690
Assistant Football	2,675		2,914		3,152
Assistant Football	2,675		2,914		3,152
Assistant Football	2,675		2,914		3,152
Varsity Soccer Boys Head	2,675		2,914		3,152
Assistant Soccer Boys	2,315		2,555		2,795
Varsity Soccer Girls Head	2,675		2,914		3,152
Assistant Soccer Girls	2,315		2,555		2,795
Varsity Volleyball Head	2,675		2,914		3,152
Assistant Volleyball	2,315		2,555		2,795
Varsity Cheerleading Football Head	3,213		3,453		3,690
Assistant Cheerleading	2,675		2,914		3,152
--Winter--					
Varsity Basketball Head	3,213		3,453		3,690
Assistant Basketball Boys	2,675		2,914		3,152
Assistant Basketball Girls	2,675		2,914		3,152
Varsity Basketball Girls Head	3,213		3,453		3,690
Varsity Wrestling Head	3,213		3,453		3,690
Assistant Wrestling	2,675		2,914		3,152
Varsity Cheerleading Basketball Head	3,213		3,453		3,690
Assistant Cheerleading	2,675		2,914		3,152
--Spring--					
Varsity Baseball Head	2,675		2,914		3,152
Assistant Baseball	2,315		2,555		2,795
Varsity Softball Head	2,675		2,914		3,152
Assistant Softball	2,315		2,555		2,795
Varsity Tennis	2,675		2,914		3,152
Assistant Tennis	2,315		2,555		2,795
Varsity Track Boys Head	2,675		2,914		3,152
Varsity Track Girls Head	2,675		2,914		3,152
Assistant Track	2,315		2,555		2,795
Varsity Golf Head	2,136		2,376		2,615
Director of Athletics	3,751		3,991		4,230

Notes:

1. Duties are handled by teaching and non-instructional personnel.
2. Two years of JV or Assistant coaching count as one year of Varsity coaching.
3. Experience in other districts does not count.
4. Number of years in same sport need not be consecutive.
5. Experience in one sport cannot be carried to another sport, if a coach switches with these exceptions:
 - a. Softball and Baseball
 - b. Girls and Boys Basketball
 - c. Girls and Boys Track
 - d. Girls and Boys Soccer

NEW PROGRAM/ACTIVITY REQUEST

Unit members wishing to propose a new program or activity shall submit a written request to the Athletic Director and Principal along with a proposed budget for the activity. The Principal shall forward the request to the Superintendent who will place the item for consideration on the next regular meeting agenda of the Board of Education. The final decision to implement the new program rests with the Board of Education.

APPENDIX C				
EXTRA AND CO-CURRICULAR STIPENDS				
		01-02	02-03	04-05
Activities	Number		03-04	05-06
	of Advisor	Pay/Advisor	Pay/Advisor	Pay/Advisor
Freshman Class	2	361	379	398
Sophomore Class	2	361	379	398
Junior Class	2	515	541	568
Senior Class	2	773	812	853
Yearbook Editor-High School *	1	1,133	1,190	1,250
Yearbook- Business Manager-High School	1	979	1,028	1,079
Drama Production Director-Fall	1	515	541	568
Drama Production Director- Spring	1	515	541	568
Drama Production Set/ Tech. Asst.-HS	1	500	525	551
Musical Production Director- HS	1	773	812	853
Musical Production Asst.- HS	1	500	525	551
Musical Production Set/Tech Asst- HS	1	500	525	551
Musical Production Vocal Director- HS	1	515	541	568
Musical Production Instr. Dir.- HS	1	515	541	568
Musical Production Director- Elem.	1	258	271	285
Musical Production Asst.-Dir-Elem.	1	155	163	171
Student Government-High School	2	361	379	398
Spanish Club-High School	1	180	189	198
French Club-High School	1	180	189	198
Future Teachers of America	1	180	189	198
AFS	1	180	189	198
Library Club- HS	1	180	189	198
Honor Society- HS	1	361	379	398
Jr. High Honor Society	1	361	379	398
Drama Club- HS	1	361	379	398
Varsity Club- HS	1	361	379	398
FBLA- HS	1	361	379	398
FHA- HS	1	515	541	568
FFA- HS	1	773	812	853
Science Club- Elementary	1	180	189	198
Art Club- Elementary	1	180	189	198
Interscholastic Academic Competition:	1	52	55	58
Per Advisor/Trip for Math, Science				
Brainstormer, Spelling Bee, Debate				
Ski Club Advisor/Trip- Max. of 10 Trips	1	36	38	40
Chaperones	1	36	38	40
Safety Council/SADD	1	180	189	198
Saturday Basketball (Max. of 10 Sat.)	1	52	55	58
Coordinator of Book It/Project Read	1	180	189	198
Senior High Band Director	1	515	541	568
Junior High Band Director	1	515	541	568
Jr. Sr. High Chorus Director	1	515	541	568
Elementary Band Director	1	515	541	568
Elementary Chorus Director	1	515	541	568
Close-up Advisor	1	361	379	398
* Not to be considered as one of six teaching periods.				

Every reasonable effort will be made to secure qualified instructional personnel on a voluntary basis to fill the above listed positions. However, the District reserves the right to appoint instructional personnel for the above positions, if the District is unable to secure qualified instructional volunteers. Said appointments will be on a rotational basis.

NEW PROGRAM/ACTIVITY REQUEST

Unit members wishing to propose a new program or activity shall submit a written request to the Principal along with a proposed budget for the activity. The Principal shall forward the request to the Superintendent who will place the item for consideration on the next regular meeting agenda of the Board of Education. The final decision to implement the new program rests with the Board of Education.

APPENDIX D
SABBATICAL REQUEST

The undersigned requests sabbatical leave under Section 6.08 through 6.10 of the District/Perry Professional Educators Association (PPEA) Contract for the:

() First Semester () Second Semester () Entire Year

for the 20____ - 20____ school year.

If sabbatical leave is sought for study:

1. Name of institution:
2. Course or courses of enrollment:
3. State how the above course or courses relate to the field of public education:
4. State whether the course or courses are a requirement for an advanced degree in education:

If sabbatical leave is sought for educational travel:

1. Describe briefly the travel to be pursued:
2. State the specific educational objectives of such travel:
3. State how these objectives related to the field of public education:

Name

Dated: _____

Appendix E
Assurance of Continued Employment

The undersigned, pursuant to Section 6.10 of the District/PPEA Agreement agrees to the following terms as express conditions of any sabbatical leave granted by the Board of Education in addition to any other requirements imposed by such Agreement:

1. I agree to remain in district employment for a period of three (3) years following termination of my sabbatical leave.
2. In the event I do not remain with the District for the required period of three (3) years, I promise to refund to the District that portion of my sabbatical leave pay as determined as follows:

$$\begin{array}{rclcl} \text{Total} & & & & \\ \text{Sabbatical} & \times & \text{Unexpected portion of 3 year period} & = & \text{Refund} \\ \text{Leave Pay} & & 3 \text{ years} & & \end{array}$$

3. Upon the termination of the sabbatical leave, the unit member shall return to service at the start of the next semester to commence the fulfillment required of three (3) years service as noted in Section 6.10. Any service for less than three years shall require a refund to the Perry School District per the above stated formula. One third (1/3) of the refund shall be due to the district on each of the anniversary dates (date of termination of sabbatical leave) of each of the three years following the sabbatical leave. Return to service in the Perry Central School District would reduce in proportion the amount due in each anniversary date. While on sabbatical leave or while in repayment service (three (3) years working) to the Perry School district: Death or permanent total disability releases ones obligation to the district.
4. If court or collection action must be taken against the unit member granted a sabbatical, he/she agrees to pay any and all legal costs associated with the action plus the refund of salary received.
Example:
September 1990 – July 1, 1991 Sabbatical Leave
September 1991 – July 1, 1992 (1/3) Service or \$ portion due
September 1992 – July 1, 1993 (1/3) Service or \$ portion due
September 1993 – July 1, 1994 (1/3) Service or \$ portion due
5. I shall not accept employment in any other school district during the term of my sabbatical leave.

Name

Dated: _____

Witness